

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

PEDRO SEVILLA ESTELA
MARITZA RIVERA RODRIGUEZ

Debtor

CASE 10-07630 BKT

CHAPTER 13

**OPPOSITION TO CONFIRMATION OF
CHAPTER 13 PLAN DATED AUGUST 21, 2010**

TO THE HONORABLE COURT:

Comes now, FIRSTBANK PUERTO RICO ("FIRSTBANK"), secured creditor, represented by the undersigned attorney who respectfully pray and state as follows:

1. That on August 21, 2010, Debtor filed their Chapter 13 Plan dated August 21, 2010.

2. That on September 3, 2010, FIRSTBANK filed two (2) secured proof of claims number 02 and number 03 regarding Debtor(s) mortgage loans with FIRSTBANK.

3. At the time of the filing of the above captioned case debtor had accrued 13 pre-petition payments in arrears for a total amount of \$6,648.19 including the bankruptcy attorney's fees on their first mortgage located at Pradera Development, 15 Street, Apt #1, Cataño, Puerto Rico and Debtor had accrued 12 pre-petition arrears for a total amount of \$16,889.00 on their second mortgage over said property.

4. That the abovementioned plan does not provide for the amount of the Proof of Claims number 2 and number 3 filed by FIRSTBANK including pre-petition arrears, late charges, inspections, miscellaneous repayments, (1) title search and attorney's fees. The amounts claimed by FIRSTBANK for fees are allowed by section 506(b) of the Bankruptcy Code as the claim has been allowed, FIRSTBANK is an oversecured creditor, and FIRSTBANK is entitled to fees pursuant the security agreement and the fees request are reasonable.

5. That also in **In re Atwood, 293 BR 227 (9th Cir. BAP, 2003)** the court stated that a secured creditor is entitled to claim reasonable attorney's fees as part of its secured claim.

6. That FIRSTBANK objects to the confirmation of the Chapter 13 Plan in this case since the plan fails to comply with 11 USC 1322(b)(3) and (6), as the plan must provide for the payment of secured claims.

7. That also the plan can not be confirmed pursuant to 11USC 1325(a)(1) and (5). This Court shall not confirm the plan as the plan does not comply with the provisions of the Chapter in which the petition was filed and regarding a secured claim provided for in the plan (with respect to the direct payments) FIRSTBANK does not accept the plan since the plan is not fully provided for in said plan.

WHEREFORE due to the aforesaid FIRSTBANK very respectfully form this Court that an order be entered denying confirmation of the plan in the above captioned case pursuant to 11 USC 1322 and 1325.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico this 8th day of October, 2010.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on even date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following to: **José M. Prieto Carballo, Esq.** and **José Ramón Carrión Morales, Trustee**, and I hereby certify that I have mailed by United States Postal Service the document to the following non CM/ECF participants: None.

s/José F. Cardona Jiménez

USDC PR 124504

Attorney for FIRSTBANK

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